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L#35-7-18

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MAY 2
1988..... The mortgagor is ...MICHAEL D....JACOBSON...AND...ANNE MARIE JACOBSON,...HUSBAND.....
AND WIFE..... ("Borrower"). This Security Instrument is given to
CHAMPION FEDERAL SAVINGS AND LOAN ASSOCIATION..... which is organized and existing
under the laws ofthe United States of America....., and whose address is
115 East Washington Street - Bloomington, Illinois 61701..... ("Lender").
Borrower owes Lender the principal sum of ..SIXTY..SEVEN..THOUSAND..FIVE..HUNDRED..DOLLARS..AND..NO./100.
..... Dollars (U.S. \$....67,500.00.....). This debt is evidenced by Borrower's note
dated the same date as this Security instrument ("Note"), which provides for monthly payments, with the full debt, if not
paid earlier, due and payable onJUNE 1,...2018..... This Security Instrument
secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and
modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this
Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and
the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property
located in COOK..... County, Illinois:

LOT 40 (EXCEPT THE EASTERLY 50 FEET THEREOF MEASURED ALONG THE
NORTH LINE OF SAID LOT 40 AND EXCEPT THE WESTERLY 118 FEET OF SAID
LOT 40 MEASURED ALONG THE NORTHERLY LINE OF SAID LOT 40) IN
COUNTY CLERK'S DIVISION IN THE SOUTHWEST QUARTER OF THE NORTHEAST
QUARTER OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE
THIRD PRINCIPAL MERIDIAN, (EXCEPT LOTS 1, 11, AND THE SOUTHERLY 50
FEET OF LOT 2 OF SKELLY'S SUBDIVISION IN THE SOUTHWEST CORNER
OF THE NORTHEAST QUARTER OF SAID SECTION 21) IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NO. 22-21-201-009

88206628

which has the address of1154 KOLTIN ROAD.....,LEMONTE.....,
[Street] [City]
Illinois 60439 ("Property Address");
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights,
appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or
hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the
foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to
mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record.
Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any
encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with
limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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This instrument was prepared by: **Walter T. Federle**, 1355 W. 14th St., Los Angeles, Calif. 90015. 60441.

My Commission on Executive Seal		Notary Public, State of Illinois Linda A. Wojnarowski 2582
Witness my hand and official seal this		(he, she, they)
..... day of MAY 2nd 1988		
		(his, her, their)
..... executed said instrument for the purposes and uses herein set forth.		
..... before me and is (are) known or proved to me to be the persons(s) who, being informed of the contents of the foregoing instrument, personally appeared		
..... have executed same, and acknowledge said instrument to be their free and voluntary act and deed that		
I, Michael D. Jacobson and Anne Marie Jacobson, husband & wife,		
the undersigned,		
..... a Notary Public in and for said county and state, do hereby certify that		
Linda A. Wojnarowski Notary Public		

STATE OF ILLINOIS
COUNTY OF WILL
ss: {

(Space Below This Line for Acknowledgment)
MICHAEL D. JACOBSON
Anne Marie Jacobson
Borrower
(Seal)
Michael D. Jacobson
Anne Marie Jacobson
Borrower
(Seal)

BY SIGNING BELOW, FOR POWER ACCORDING TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY INSTRUMENT AND IN ANY RIDER(S) EXECUTED BY BORROWER AND RECORDED WITH IT.

2-4 Family Rider Adjustable Rate Rider ARM II Condominium Rider
 Graduate Payment Rider Planned Unit Development Rider
 Other(s) [Specify] _____

23. Riders to this Security Instrument, Borrower waves all right of nonrescission except as otherwise provided in the property.

20. Lentee in Possession. Upon acceleration of the paragrap 19 or abandonment of the property and at any time prior to the expiration of any period of redemption following judgment sale, Lentee (in Person, by Agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those paid due. Any rents collected by Lentee shall be applied first to payment of the costs of maintenance of the Property and collection of rents, including, but not limited to, rents received from lessees and bonds and reasonable attorney fees, and then to the sums secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lentee shall release this Security Instrument without charge to Borrower. Borrower shall pay any recording costs.

19. Acceleration of Remedies. Lender shall give notice to Borrower prior to accelerating the principal or interest due under the Note or any other obligation of Borrower to the extent of the amount of such acceleration. Such notice shall be given at least 30 days prior to the date of acceleration.

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UNIFORM COVENANTS, BOILERPLATE AND AGREEMENTS AS FOLLOWS:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation created by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of, the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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16. Borrower's Copy. Borrower shall be given one conforming copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred) to another person(s), prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by law or regulation.

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Note. To the extent that any provision of this Note is held invalid or unenforceable, it shall not affect the remaining provisions of this Note.

provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. **Paragraf 14.** Notices. Any notice to Borrower provided for in this Security Interest shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be given by Proprietary Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice

13. **Legislation** *Affirming Lender's Rights.* If an amendment or modification of applicable laws has the effect of rendering Note or this Security Instrument unenforceable under the notes, Lender shall take the steps specified in the second paragraph of paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

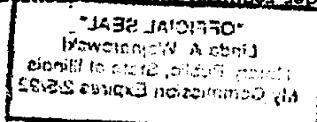
12. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceeds the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceed the permitted limits will be refunded to Borrower. Under any such loan charge shall be reduced by the amount permitted to reduce the charge to the permitted limit; and (c) any sums already collected from Borrower which exceed the Note or by making a direct payment to Borrower. In a refusal to reduce the principal, the principal owed under the Note or by making a direct payment to Borrower, it is agreed that the principal will be treated as a partial repayment without any prepayment charge Note.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemner offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the property or to the sums secured by this Security Instrument, whether or not then due.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Lender otherwise agrees in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

shall give Bottower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

11. Lender, covenants to mortgage his premises as a condition of making the loan secured by this security instrument,
Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the
insurance terminates with Borrower's and Lender's written agreement.



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ADJUSTABLE RATE RIDER

(6-Month Index — Interest Rate Cap — No Payment Cap)

THIS ADJUSTABLE RATE RIDER is made this 2nd day of MAY, 1988 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to CHAMPION FEDERAL SAVINGS AND LOAN ASSOCIATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1154 KOLTIN ROAD, LEMONT, ILLINOIS 60439
[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 7.50%. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of MARCH, 1989, and on that day every 6th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly auction average rate on United States-Treasury bills with a maturity of six months, as made available by the Federal Reserve Board. The most recent index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding two point eight percentage points (2.80%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). This rounded amount will be my new interest rate until the next Change Date. However, on no Change Date will the rate of interest to be charged increase or decrease by more than one percent (annual percentage rate, NOT one percent of the previous rate of interest). Further, in no event will the rate of interest charged exceed 13.50% per annum, nor in any event will the rate of interest charged be less than 0.00% per annum.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation is called the "Full Payment." It will be the new amount of my monthly payment.

(D) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(E) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is

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TR1111, FAX 2140 05/13/88 15:58:00
#65999 # - 68-206628
COOK COUNTY RECORDER

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An illustration of a hand pointing towards the right. The hand is drawn in a simple, sketchy style. Across the fingers, the words "MAIL TO" are printed in a bold, sans-serif font. Below the hand, the letters "U.S." are partially visible, suggesting a postage stamp or mailing label.

Qauis, Durasek
181 N Names Rd
Joliet IL 60435

Michael D. Jacobson MICHAEL D. JACOBSON
Marie Jacobson MARIE JACOBSON
Anne Marie Jacobson
-Borrower
-Seal
-Seal
-Borrower
-Borrower

11. Lender exercises the option to require immediate payment if title Lender shall give Borrower notice of acceleration, shall provide a period of no less than 30 days from the date the notice is delivered or within which Borrower must pay all sums secured by this Security instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security instrument without further notice or demand on Borrower.

12. SIGNING. BORROWER accepts and agrees to the terms and conditions contained in this Adjustable Rate Rider.

unless Lessee renders Borrower in writing.